



CITY OF IOWA CITY

410 East Washington Street  
Iowa City, Iowa 52240-1826  
(319) 356-5000  
(319) 356-5009 FAX  
www.icgov.org

**DATE:** August 30, 2016

**REQUEST FOR PROPOSAL:**

**#17-13, CITY OF IOWA CITY PARKS AND RECREATION  
ACTIVITY BROCHURE**

**NOTICE TO PROPOSERS:** Sealed Proposals will be received at the Office of the City Clerk, until the time and date specified below.

**ADDRESS PROPOSALS TO:**

City of Iowa City  
Attn: City Clerk's Office  
410 E. Washington Street, RM 140  
Iowa City, IA 52240-1826,

Proposals shall be sealed in a **sealed envelope or container** and clearly marked on the front **“Request for Proposal for the City of Iowa City Parks and Recreation Activity Brochure, RFP #17-13.”**

**FAXED or E-Mailed Proposals will not be accepted.**

**QUESTIONS:** All questions, inquiries, requests for public information and clarifications regarding this Request for Proposal can be answered by **e-mailing** the following representative. In order to receive a response they must be in written form and be submitted via e-mail no later than **September 13, 2016, 12:00 p.m. (CST)**.

June Nasby, Buyer II  
[june-nasby@iowa-city.org](mailto:june-nasby@iowa-city.org)  
(319) 356-5076

No other City Representative should be contacted regarding this Request for Proposal. Any such unauthorized contact may cause the disqualification of the proposer from the procurement transaction.

**PROPOSALS ARE DUE NO LATER THAN: 2:30 p.m., September 22, 2016.** Proposers shall submit four (4) copies of their proposal (each copy shall be complete with all supporting documentation).

The City is not responsible for delays occasioned by the U.S. Postal Service, the internal mail delivery system of the City, or any other means of delivery employed by the bidder. Similarly, the City is not responsible for, and will not open, any proposal responses which are received later than the date and time stated above.

**BONDS AND INSURANCE:** Insurance is required, as specified in Section III B.  
No bid security or performance bond is required.

**NO CONTACT POLICY:** After the date and time established for receipt of proposals, any contact initiated by any Proposer or by a City representative, other than the Purchasing Division representative listed herein, concerning this Request for Proposal is prohibited. Any such unauthorized contact may cause the disqualification of the Proposer from the procurement transaction.

**INDEX:**

Section I.	Submittal Package Checklist
Section II.	Specific Conditions and Instructions to this Proposal
Section III.	General Conditions and Instructions to Proposers
Section IV.	Detailed Specifications
Section V.	City of Iowa City Wage Theft Policy
Section VI.	Pricing and Company Information Form

## **SECTION I. SUBMITTAL PACKAGE CHECKLIST**

### **DOCUMENTS REQUIRED TO BE SUBMITTED WITH THIS PROPOSAL**

**(Please review the following checklist to make sure the documents are included in four (4) copies of their proposal (each copy shall be complete with all supporting documentation).**

#### **Section One: Title Page**

Provide the title of the Proposal being submitted, the RFP number, submittal date, and the name and logo of the company or companies submitting the Proposal.

#### **Section Two: Cover Letter**

Each proposer is to include with its Proposal a cover letter on the Proposer's letterhead stating the Proposer has read, understands and agrees with all terms and conditions, and acknowledges any addendums as laid out in this RFP. The cover letter must also certify that the financial details in your Proposal will remain valid until 90 days from the date of Proposal submission.

#### **Section Three: Company History/Executive Summary**

This should describe the capability of your company to perform the specific tasks outlined in this RFP within the specified timeframe. Proposer should provide a complete description of the years of experience and qualifications to provide printing/formatting of a Recreation brochure.

#### **Section Eight: Pricing and Company Information form**

This section should include information referenced in Section VI.

#### **Section Ten: References**

A list of three (3) previous clients of similar size, service area, and nature, with whom the respondent has provided similar services, Parks and Recreation Departments preferred. Include name of company or agency and address, the name, title, and phone number of each contact person.

References from the vendor must include agencies other than the City of Iowa City.

#### **Section Eleven: Conflict of Interest**

The company shall identify any relationship that has existed, or presently exists with the City of Iowa City and its staff that may interfere with fair competition or may be a possible conflict of interest for either party. If no relationship has existed or does not presently exist, the company must make this statement in the submitted proposal (companies are subject to disqualification on the basis of any potential for conflict of interest as determined by the City of Iowa City).

#### **Section Twelve: Exceptions or Deviations**

Any Exceptions or Deviations that your company may have to this Request for Proposal document must be stated. If your company has no exceptions or deviations, please clarify that there are "No Exceptions." If you

state no exceptions, you may not add your company's terms and conditions or any other unsolicited documents to your submitted proposal.

**Section Thirteen: Liens**

List any and all liens or unsatisfied judgments presently existing against your firm. If your firm has no liens or unsatisfied judgments you must state this also.

Note: The vendor's proposal must include the items listed above and must be sealed at submission time. Failure on the vendor's part to submit a sealed proposal and a complete proposal may be cause for rejection of the vendor's proposal.

***Concise Proposals: The City of Iowa City discourages overly lengthy and costly proposals. It is the desire that proposals be prepared in a straightforward and concise manner. Unnecessarily elaborate brochures or other promotional materials beyond those sufficient to present a complete and effective proposal are not desired. The City of Iowa City's interest is in the quality and responsiveness of the proposal.***

## **SECTION II. SPECIFIC CONDITIONS AND INSTRUCTIONS TO THIS PROPOSAL**

### **A. SCOPE:**

The intent of this Request for Proposal is to establish a fixed price for the Design, Printing, Delivery, and Web-Enabled copy of the City of Iowa City Parks and Recreation Activity Brochure as per the terms, conditions, specifications, and pricing schedule contained herein.

Vendors are strongly encouraged to provide new ideas and alternatives for the printing and formatting of this brochure. This includes alternatives on paper and ink types to reduce production costs. All new ideas and options will be considered in the decision to award this contract. Approximate costs for alternatives must be included with the vendor's submitted proposal.

### **B. CONTRACT TERM:**

1. The term of this contract shall be from November 1, 2016 through October 31, 2019. No price escalation will be allowed during the original term of this contract. The City and the vendor may renew the original contract for two (2) additional one-year time periods by mutual agreement.
2. Notice of intent to renew will be given to the contractor in writing, sixty (60) calendar days prior to the expiration date of the current contract. This notice will not be deemed to commit the City of Iowa City to a contract renewal.
3. It should be noted that multi-year contracts may be continued each fiscal year only after funding appropriations have been granted by the City of Iowa City's City Council. In the event that the Council does not grant funding, then the affected multi-year contract becomes null and void effective July 1 of the fiscal year for which such approvals have been denied.

### **C. PRICING:**

1. All prices/discounts shall be F.O.B. destination and shall include all charges that may be imposed in fulfilling the terms and conditions of this contract. The title and all risk of loss of the goods shall remain with the vendor until the goods are received and accepted by the City.
2. Proposed pricing shall be firm from the beginning date of the signed purchase order. During the initial term of the contract no price escalation will be allowed.

### **D. QUANTITIES:**

The quantities specified on the pricing schedule are only estimates, and are provided as information for the proposers and for the proposal evaluation. The estimates do not indicate the actual quantity that may be ordered since the volume ordered will depend upon requirements that develop during the contract period. The vendor will be required to fill all orders placed regardless of the original estimated quantities.

### **E. TIME OF PERFORMANCE:**

The production time and delivery required after receipt of the purchase order (ARO) must be stated in calendar days in the appropriate space on the pricing schedule. Indefinite terms such as "promptly", "without delay", "stock", etc., will not be given consideration. Failure to indicate delivery time shall be just cause for rejection of the Request for Proposal.

### **F. GENERAL PROVISIONS:**

1. Professional workmanship must meet or exceed industry standards.
2. No over-runs or under-runs are allowed without authorization.

3. Proposers shall not affix their company label, name, or other identifying information on any City of Iowa City printing.
4. The successful proposer will be responsible for all acts, performance and payment of any subcontractor or secondary supplier that the proposer may engage for completion of the order.
5. The City is in no way restricted from ordering printed materials from other vendors as needed.

**G. DEVIATION FROM SPECIFICATIONS:**

The City of Iowa City reserves the right to reject printing or stock which does not meet specifications unless otherwise authorized by the City. If time does not permit reordering to meet specifications, the City may adjust the price to compensate for inferior work.

**H. ON-SITE INSPECTIONS:**

An on-site inspection of facilities may be conducted prior to proposal award to determine the vendor's capability to perform the contract.

**I. OSHA & EEO REQUIREMENTS:**

The vendor is subject to and must comply with applicable state, federal safety (OSHA), and non-discriminatory (EEO) regulations in effect at the time of shipment.

**J. DELIVERY:**

Deliveries will be made to the Robert A. Lee Community Recreation Center, 220 S. Gilbert St., Iowa City, IA 52240 between the hours of 9:00 am to 12:00 pm., weekdays only and no holidays. Arrangements for deliveries will be made prior to delivery. Delivery dates may be considered as a factor in awarding the project. All delivery charges must be included in the price and may not be added after the project is awarded.

**K. DELIVERY FAILURE:**

Proposers are cautioned to consider carefully the delivery time they indicate, as they will be required to adhere to that delivery time. Failure to deliver the printing within the specified time or to the specified point(s), or failure to make replacement of rejected printing as directed by the City, shall constitute authority for the City to purchase comparable printing to replace the rejected printing or printing that was not delivered. On all such purchases, the vendor shall reimburse the City, within a reasonable time specified by the City, for all expenses incurred in excess of quoted prices, or the City may deduct such funds owed the defaulting vendor. Such purchases shall be deducted from quoted quantities.

The contractor will be responsible for any printed product ordered by the City as a result of this Request for Proposal. The contractor shall bear all risk for rejected printing after written notice of rejection. This excludes errors due to content. Rejected printing must be removed by and at the expense of the vendor promptly after written notification of rejection. Upon failure to do so within thirty (30) calendar days after date of notification, the City may return the rejected printing to the contractor at the contractor's risk and expense, or dispose of the printing.

**L. SHIPPING AND LABELING:**

Packages and cartons must be labeled with the title and quantity contained therein.

**M. SAMPLES:**

1. The proposer must provide at least three (3) samples of similar publication(s) which they produce, with the Request for Proposal. The City of Iowa City Recreation Brochure cannot be included as a sample.
2. The samples must be furnished free of charge.

3. The samples must be clearly marked "Sample" with the Request for Proposal #17-13 and the proposer's name.
4. Samples will be evaluated to determine quality of work.
5. Failure to submit the requested sample shall be just cause for eliminating the proposer from further consideration for this award.
6. Samples will be returned at the proposer's expense with no pecuniary liability to be incurred by the City of Iowa City for their loss or damage.
7. Once the proposer is required to pick up their sample(s), the proposer must do so within thirty (30) calendar days. Failure to pick up sample(s) will revert the sample(s) to surplus property and the City of Iowa City will dispose of any sample(s) at its earliest convenience.

**N. PROPOSAL REQUIREMENTS:**

1. The proposer is responsible for all costs related to the preparation of this Proposal.
2. Vendors are required to meet all qualifications and specifications of this Request for Proposal in order to be considered for award. If a vendor does not clearly demonstrate and provide documentation substantiating that they are compliant with the qualifications and specifications of this Request for Proposal, they may be disqualified.
2. The format of the vendor's proposal must be consistent with the format of the specifications listed.
3. The submission of a proposal by a vendor implies vendor acceptance of the terms and conditions herein, unless otherwise stated.
4. The City is in no way restricted from ordering printed materials from other Vendors as needed.
5. The City is not responsible for the vendor's failure to provide information and pricing on required items. The submitted pricing must include all of the costs required to supply the goods included in this contract. Any costs not included in the vendor's submitted proposal that are required to provide the specified products, will be the responsibility of the awarded vendor. These costs include, but are not limited to, labor, materials, shipping, handling, traveling (lodging and transportation) etc.
6. Responses may be rejected if the vendor fails to perform any of the following:
  - a.) To adhere to one or more of the provisions established in this Request for Proposal
  - b.) To demonstrate competence, experience, and ability to provide the commodities and services described in this Request for Proposal
  - c.) To submit a response on or before the deadline and complete all required forms
  - d.) To fulfill a request for an on-site demonstration and/or oral presentation at no cost to the City
  - e.) To respond to a written request for clarification or additional information

**O. CONTRACT AWARD:**

1. The vendor's proposal must be complete to be considered for award. All submitted proposals must meet the requirements of this Request for Proposal. The City of Iowa City reserves the right to disqualify incomplete proposals.
2. The City reserves the right to qualify, accept, or reject any or all vendors as deemed to be in the best interest of the City. The City reserves the right to accept or reject any or all proposals and to waive irregularities or technicalities in any proposal when in the best interest of the City. The City reserves the right to accept or reject any exception taken by the vendor to the terms and conditions of the Request for Proposal.
3. It is the City's intent to make an award within sixty (60) working days of the proposal due date.
4. Award, if made, will be in accordance with the terms and conditions herein.
5. Award, if made, shall be in the form of a Purchase Order.
6. Consideration may be given to quality of work, discounts and pricing, references, printing expertise, customer service and experience, the vendor's facility and printing resources, delivery performance, and past experience of the City with the vendor.
7. Awarded Vendor will be given the City of Iowa City contract compliance document to complete and return before a purchase order is issued.
8. Awarded Vendor will be required to submit a current certificate of insurance to the City of Iowa City before a purchase order is issued. The certificate of insurance shall include the following items:
  - The City of Iowa City will be named as additional insured
  - Project proposal number and project title as the description
  - Insurance carriers will be rated as A or better by A.M. Best

**P. EVALUATION PROCESS:**

An evaluation committee will independently evaluate the merit of proposals received in accordance with the evaluation factors defined in the RFP. Failure of the proposer to provide any information requested in the RFP may result in disqualification of the proposal and shall be the responsibility of the proposer. The evaluation process shall be based on a 100 point scale. The proposal that accrues the highest point total shall be recommended for award subject to the best interests of the City of Iowa City. It is required that the proposal receive a minimum of 80 points in order to be considered for this award. Categories have been identified for the evaluation process. Each category shall receive a point value within the specified range based on how well the proposal meets or exceeds the City's specifications. The following table lists the maximum points associated with each category.

**“Vendor submission of a proposal implies vendor acceptance of the evaluation technique and vendor recognition that some subjective judgments shall be made by the City of Iowa City during assignment of points.”**

<u>POINT CATEGORY</u>	<u>ASSIGNED POINTS</u>
Firm Pricing and Special Discounts	50
Qualifications/Experience/Company's Capability/Samples	25
References/Customer Service/ Past Performance	<u>25</u>
<b>Total</b>	<b>100</b>

**Q. SPECIFIC CONDITIONS AND INSTRUCTIONS:**

**The above conditions and instructions clarify this specific proposal document, but are in addition to the attached GENERAL CONDITIONS AND INSTRUCTIONS TO PROPOSERS (Sec. III).**

### **SECTION III. GENERAL CONDITIONS AND INSTRUCTIONS TO PROPOSERS**

**The general rules and conditions which follow apply to all proposals issued by the City unless otherwise specified. Proposers or their authorized agents are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting proposals; failure to do so shall be at the Proposer's own risk.**

**REQUEST FOR PROPOSAL (RFP):** is defined as a request for an offer, by one party to another, of terms and conditions with reference to some work or undertaking.

This document constitutes a **REQUEST FOR PROPOSAL**, and is thus a solicitation for responses. Conversely, this REQUEST FOR PROPOSAL is **NOT** a bid and is not governed by state or federal bidding requirements.

Moreover, any acceptance of a proposal shall NOT result in a binding contract between the City and the Proposer, but instead will simply enable negotiations to take place which may eventually result in a detailed and refined agreement or contract between the Proposer and the City.

"Proposal date" as referenced herein shall mean the local date and time specified in the proposal documents.

#### **A. CONDITIONS FOR PROPOSING**

1. **NO CONTACT POLICY.** After the date and time established for receipt of proposals by the City, any contact initiated by the Proposer or by a City representative, other than the Purchasing Division representative listed herein, concerning this Request for Proposal is prohibited. Any such unauthorized contact may cause the disqualification of the Proposer from the procurement transaction.
2. **COMPLETENESS/AUTHORIZATION OF PROPOSAL.** Proposer shall supply all information and submittals required by the proposal documents to constitute a proper proposal. The proposal shall clearly state the legal name, address, telephone number, and fax number of the Proposer. The proposal shall be signed above the typed or printed name and title of the signer. The signer shall have the legal authority to bind the Proposer to the proposal.
3. **ADDRESSING OF PROPOSAL.** Unless otherwise specified, faxed or e-mailed proposals will not be accepted. Proposal shall be submitted in a sealed envelope or box clearly marked on the front with proposal number and due date, and unless otherwise specified, addressed to:

Attn: City Clerk's Office  
City of Iowa City  
410 E. Washington St., RM 140  
Iowa City, Iowa 52240-1826

4. **PROPOSAL DEADLINE.** Proposer shall be responsible for taking whatever measures are necessary to ensure that the proposal reaches the office of the City Clerk or other specified agent on or before the local time and date specified. The City shall not be responsible for, and may not consider, any proposal delayed in the postal or other delivery service, or in the City's internal mail system, nor any late proposal, amendment thereto, or request for withdrawal of proposal received after the date specified. Proposals received after the time and date specified on the Request for Proposal will not be opened and will not be considered for award.

A written request for withdrawal of a proposal or any part thereof may be granted, provided the request is received in writing by the City prior to the specified proposal date.

5. RECEIPT OF PROPOSALS. Unless otherwise required by the Iowa Public Records law, during the process of negotiations, no proposals shall be handled so as to permit disclosure to competing Proposers of the identity of the Proposer with whom the City is negotiating or the contents of the proposal.
6. PROPOSALS BINDING 120 DAYS. Unless otherwise specified, all formal proposals, including any negotiations, submitted shall be binding for one hundred and twenty (120) working days following the due date for the proposal or negotiations, unless the Proposer(s), at the City's request, agrees in writing to an extension.
7. TRADE SECRETS OR PROPRIETY INFORMATION. The laws of Iowa require that at the conclusion of the selection process the contents of all proposals be placed in the public domain and be open to inspection by interested parties. Trade secrets or proprietary information that are recognized as such and protected by law may be withheld.
8. MULTIPLE PROPOSALS. Proposers may submit more than one proposal, provided the additional proposal or proposals are properly submitted on the proposal forms or in the proposal format.
9. COMPETENCY OF PROPOSER. No proposal may be accepted from or contract awarded to any person, firm or corporation that is in arrears or in default to the City of Iowa City upon any debt or contract. Prior failure of a Proposer to perform faithfully on any previous contract or work for the City may be grounds for rejection. If requested, the Proposer shall present evidence of performance ability and possession of necessary facilities, pecuniary resources and adequate insurance to comply with the terms of these proposal documents; such evidence shall be presented within a specified time and to the satisfaction of the City.
10. COLLUSIVE PROPOSING. The Proposer certifies that the proposal is made without any previous understanding, agreement or connection with any person, firm, or corporation making a proposal for the same project, without prior knowledge of competitive prices, and that the proposal is in all respects fair, without outside control, collusion, fraud or otherwise illegal action.
11. OFFICERS NOT TO BENEFIT. Upon signing this agreement, Consultant acknowledges that Section 362.5 of the Iowa Code prohibits a City officer or employee from having an interest in a contract with the City, and certifies that no employee or officer of the City, which includes members of the City Council and City boards and commissions, has an interest, either direct or indirect, in this agreement, that does not fall within the exceptions to said statutory provision enumerated in Section 362.5
12. EQUAL EMPLOYMENT OPPORTUNITY. All Proposers are subject to and must comply with the provisions of the City's EEO policy and applicable local, state and federal antidiscrimination laws. All City contractors, subcontractors or consultants with contracts of \$25,000 or more (or less, if required by another governmental agency) must abide by the requirements of the City's Contract Compliance. Emergency contracts are exempt from this provision.
13. WAGE THEFT. All City contractors with contracts of \$25,000 or more must abide by the requirements of the City's Wage Theft Policy. Pursuant to the Wage Theft Policy, the City will not to enter into certain contracts with, or provide discretionary economic development assistance to, any person or entity

(including an owner of more than 25% of the entity) who has admitted guilt or liability or been adjudicated guilty or liable in any judicial or administrative proceeding of committing a repeated or willful violation of the Iowa Wage Payment Collection law, the Iowa Minimum Wage Act, the Federal Fair Labor Standards Act or any comparable state statute or local ordinance, which governs the payment of wages, for a period of five (5) years from the date of the last conviction, entry of plea, administrative finding or admission of guilt.

The Wage Theft Policy does not apply to emergency purchases of goods and services, emergency construction or public improvement work, sole source contracts excepted by the City's purchasing manual, cooperative/piggyback purchasing or contracts with other governmental entities.

## **B. BONDS AND INSURANCE**

1. **BID SECURITY.** **When required**, no bid shall be considered unless accompanied by either of the following forms of bid security:

- a. A certified or cashier's check drawn on a solvent Iowa bank or a bank chartered under the laws of the United States, or a certified share draft drawn on a credit union in Iowa or chartered under the laws of the United States, in an amount equal to a minimum of five percent (5%) of the bid, or
- b. A bid bond executed by a corporation authorized to contract as a surety in the State of Iowa, in a penal sum of a minimum of five percent (5%) of the bid.

The bid security shall be made payable to the TREASURER OF THE CITY OF IOWA CITY, IOWA, and shall be forfeited to the City of Iowa City as liquidated damages in the event the successful Proposer fails to enter into a contract within fourteen (14) calendar days and, when required, post bond satisfactory to the City insuring the faithful performance of the contract and maintenance of said work, if required, pursuant to the provisions of the bid documents and other contract documents. The amount of the check, draft or bond shall not constitute a limitation upon the right of the City of Iowa City, Iowa, to recover for the full amount of such damage.

Security deposits of the lowest two (2) or more Proposers may be retained pending contract award or rejection. All other security deposits will be returned promptly.

2. **PERFORMANCE BOND.** When required, the successful Proposer shall furnish a bond in the amount of one hundred percent (100%) of the contract price, said bond to be issued by a responsible surety approved by the City and shall guarantee the prompt payments of all materials and labor and protect and save harmless the City from claims and damages of any kind caused by the operation of the contract, and shall also guarantee the maintenance of the improvement for a specified period following its completion and acceptance by the City. A letter of Irrevocable Credit from a responsible lending agency approved by the City, for the same guarantee(s) as noted above, may be submitted for approval. The City reserves the right to accept or reject this form of guarantee.
3. **INSURANCE REQUIREMENTS.** When required, the successful Proposer shall provide insurance as follows:
  - a. Certificate of Insurance; Cancellation or Modification

1. Before commencing work, the Contractor shall submit to the City for approval of a Certificate of Insurance meeting all requirements specified herein, to be in effect for the full contract period.
  2. The Contractor shall notify the City in writing at least thirty (30) calendar days prior to any change or cancellation of said policy or policies.
  3. Cancellation or modification of said policy or policies shall be considered just cause for the City of Iowa City to immediately cancel the contract and/or to halt on the contract, and to withhold payment for any work performed on the contract.
  4. The policy shall be primary in payment, not excess or contingent, regardless of any other coverage available to the City.
- b. Minimum Coverage

Any policy or policies of insurance purchased by the Contractor to satisfy his/her responsibilities under this contract shall include contractual liability coverage, and shall be in the following type and minimum amounts:

Insurance Requirements

Informal Project Specs: Class I (under \$1M)

Type of Coverage	Each Occurrence	Aggregate
a. Comprehensive General Liability		
(1) Bodily Injury & Property Damage	\$500,000	\$1,000,000
b. Automobile Liability	Combined Single Limit	
(1) Bodily Injury & Property Damage	\$500,000	
c. Worker's Compensation Insurance as required by Chapter 85, Code of Iowa.		

The City requires that the Contractor's Insurance carrier be "A" rated or better by A.M. Best.

**C. SPECIFICATIONS**

1. FORMAL SPECIFICATIONS. The Proposer shall abide by and comply with the true intent of the specifications (i.e., not take advantage of any unintentional error or omission). Whenever mention herein is made of a service to be provided in accordance with laws, ordinances, building codes, underwriters' codes or similar expressions, the requirements of these laws, ordinances, etc., shall be construed as the minimum requirements of the specifications.

The absence of a written list of deviations submitted with the proposal shall hold the Proposer strictly accountable to the City and to the specifications as written. Any unauthorized deviation from the specifications may be grounds for rejection of the service when delivered.

2. PROPOSED ALTERNATE. When an item is identified in the bid document by a manufacturer's name or catalog number, it is understood that the Proposer proposes to furnish the commodity and/or service so identified by the City unless the Proposer specifically proposes an alternate. In bidding on a proposed alternate, the Proposer shall clearly state on his/her bid exactly what he/she proposes to furnish, and forward with his/her bid, a complete description of the proposed alternate, including brand, model

number, drawings, performance and test data, references, and any other information necessary for a complete evaluation. Proposer shall include a statement setting forth any changes in other materials, equipment, or other work which would be required by incorporation of the proposed alternate. The burden of proof of the merit of the proposed alternate is upon the Proposer.

The City's decision to approve or disapprove of a proposed alternate shall be final.

3. **QUALIFICATIONS, CREDENTIALS AND REFERENCES.** The Proposer shall provide a description of qualifications, credentials, experience, and resources as they relate to the provision of the proposal. The Proposer shall also provide a list of clients for whom similar work has been performed within the last two years, including the firm, contact person, address, and phone number of each contact person.
4. **ADDENDUM TO SPECIFICATIONS.** Any substantive interpretation, correction or change of the proposal documents shall be made by written addendum. Unless otherwise specified the addendum will be posted to the City of Iowa City website: <https://icgov.org/purchasing-bids>

Interpretation, corrections or changes of the proposal documents made in any other manner shall not be binding. Such interpretations, corrections or changes shall not be relied upon by Proposer. Any addenda shall be issued by the City within a reasonable time prior to the proposal date. It is the Proposer's responsibility to visit this web-site to insure that they have received all important addenda or revisions to the Request for Proposal prior to bidding.

#### **D. SELECTION OF FIRM**

1. **REJECTION OF PROPOSALS.** The City reserves the right to accept or reject any or all proposals, to waive irregularities and technicalities, and to request resubmission. The City also reserves the right to reject the proposal of any Proposer who has previously failed to perform properly or complete on time contracts of a similar nature, or a proposal from a Proposer who, investigation shows, is not in a position to satisfactorily and timely perform the contract.
2. **SELECTION.** The City desires to enter into negotiations and ultimately reach an agreement with a Proposer who demonstrates the best combination of attributes to conduct the project, and who also negotiates a project cost with the City that is fair and reasonable. The City may conduct discussions with any Proposer who has submitted a proposal to determine qualifications, for further consideration. Since the initial review by the City will be deemed preliminary in nature, the document and process will be deemed confidential until such time as the successful Proposer is selected. Criteria for selection will include but not be limited to:
  - The quality, availability, adaptability and life cycle costing of the commodities and/or service.
  - Guarantees and warranties.
  - Ability, capacity and skill to provide the commodities and/or service required within the specified time.
  - Ability to provide future maintenance and service.
  - Character, integrity, reputation, experience and efficiency.
  - Quality of performance of previous and/or existing contracts.
  - Previous and existing compliance with laws and ordinances relating to contracts with the City and to the Proposer's employment practices.

- Whether the Proposer is in arrears to the City, in debt on a contract or is a defaulter on surety to the City.
- If reasonable doubts arise as to Proposer's solvency, the City reserves the right to require financial information sufficient to show solvency and/or require a performance bond.
- Such other relevant information as may be secured by the City.
- Cost estimate; the City is not required to accept the proposal with the lowest cost estimate.

Once the City has reached an agreement with the Proposer, a purchase order will be issued to the awardee. The purchase order will define the conditions of the contract between the City and the contractor selected to receive the award.

3. CORRECTIONS TO SUBMITTED PROPOSALS. Any changes that are made to this proposal using correction fluid, writing utensils, etc. before submission must be dated and initialed in each area that a change was made.
4. PRICING REQUIREMENTS. All pricing submitted by the Proposer shall be indicated in both words and figures. (Ex. \$200.50, Two hundred dollars and fifty cents).
5. PRESENTATIONS. When required and based on an evaluation of proposals submitted, the City may select finalists who will be required to participate in interviews, including key personnel designated for the proposal, and to make presentations regarding their qualifications and their ability to furnish the required service to best serve the needs of the City.

Formal presentations will be scored and evaluated by a committee. The evaluation committee will make a recommendation to the City Manager and if required, to the City Council for final approval. Nothing in the proposal can obligate the City to enter into a contract.

6. ERRORS IN PROPOSAL. Any ambiguity in any proposal as a result of omission, error, lack of clarity or noncompliance by the Proposer with specifications, instructions and conditions shall be construed in the light most favorable to the City. Changes in proposals shall be initialed and dated.

#### **E. GENERAL CONTRACT PROVISIONS**

1. CONTRACT AWARD. Upon City's selection and satisfactory negotiation between City and Proposer on the work to be performed, a written award in the form of a Purchase Order, contract or other instrument shall result in a binding contract without further action by either party. The contract shall be on forms provided by the City; or if the Proposer's contract document is used, the City reserves the right to modify any document to conform to the request for proposal and to do so in the light most favorable to the City.
2. INSURANCE. Current Certificate of Insurance in the amounts specified shall be on file with the City before work can commence.
3. AVAILABILITY OF FUNDS. A contract shall be deemed valid only to the extent of appropriations available to each project. The City's extended obligation on these contracts which envision extended funding through successive fiscal periods shall be contingent upon actual appropriation for the following fiscal year.

4. CHANGE IN LAWS: In the event of a change in law that frustrates the goals of the City relative to this contract, the City will be entitled to terminate the contract upon written notification to the vendor without cost or penalty to the City.
5. CONTRACT ALTERATIONS. The City reserves the right to make changes to the Services to be provided which are within the Project. No assignment, alteration, change, or modification of the terms of this Agreement shall be valid unless made in writing and agreed to by both the City and the Proposer. The Proposer shall not commence any additional work or change the scope of the Service until authorized in writing by the City. Proposer shall make no claim for additional compensation in the absence of a prior written approval and amendment of this Agreement executed by both the Proposer and the City. This Agreement may only be amended, supplemented or modified by a written document executed in the same manner as this Agreement.
6. SUBLETTING OF CONTRACT. Proposer shall not assign, transfer, convey, sublet or otherwise dispose of the contract or their right, title or interest therein, or their power to execute such contract to any other person, firm or corporation without the prior written consent of the City, but in no case shall such consent relieve the Proposer from their obligations, or change the terms of the contract.
7. CONTRACT PERIOD. Contract shall remain in force for the full specified period and until all services have been satisfactorily delivered and accepted and thereafter until all requirements and conditions shall be met, unless:
  - a. Extended upon written authorization of the City and accepted by contractor, for a period negotiated and agreed upon by both parties, when in the best interest of the City.
  - b. Terminated due to default, as described below.
8. DEFAULT. The contract may be cancelled or annulled by the City in whole or in part by written notice of default to the Proposer upon non-performance, violation of contract terms, delivery failure, bankruptcy or insolvency, or the making of an assignment for the benefit of creditors. The City reserves the right to grant Contractor a specified cure period during which to cure or remedy the default, which cure period shall be included in the written notice of default. If default is not cured within the specified time, City reserves the right, but is not obligated to, extend the cure period or City may deem the Contract terminated without further notice. In either event, the defaulting Contractor (or his/her surety) shall be liable to the City for cost to the City in excess of the defaulted contract price. Lack of knowledge by the Contractor will in no way be a cause for relief from responsibility.

If the Contract is terminated, an award may then be made to the next qualified Proposer; or when time is of the essence, services may be contracted in accordance with Emergency procedures.

9. DELIVERY FAILURES. Failure of a contractor to provide commodities and/or service within the time specified, unless extended in writing by the City, or failure to replace rejected commodities and/or service when so directed by the City shall constitute delivery failure. When such failure occurs the City reserves the right to cancel or adjust the contract, whichever is in the best interest of the City. In either event, the City may purchase in the open market commodities and/or service of comparable worth to replace the articles of service rejected or not delivered. On all such purchases, the Contractor shall reimburse the City, within a reasonable time specified by the City, for any expense incurred in excess of contract prices, or the City may deduct such amount from monies owed the Contractor. If the contract is not cancelled, such purchases shall be deducted from contract quantities. The City reserves the right to accept commodities and/or service delivered which do not meet specifications or are substandard in

quality, subject to an adjustment in price to be determined by the City. Acceptance will be at the sole discretion of the City.

10. FORCE MAJEURE. The Contractor shall not be liable in damages for delivery failure when such failure is the result of fire, flood, strike, and act of God, act of government, act of an alien enemy or any other circumstances which, in the City's opinion, is beyond the control of the Contractor. Under such circumstances, however, the City may at its discretion cancel the contract.
11. INDEMNITY. The Proposer shall indemnify, defend and hold harmless the City of Iowa City and its officers, employees and agents from any and all liability, loss, cost, damage, and expense (including reasonable attorney's fees and court costs) resulting from, arising out of, or incurred by reason of any claims, actions, or suits based upon or alleging bodily injury including death, license, patent, or copyright infringement, or property damage rising out of or resulting from the Proposer's operations under this Contract, whether such operations be by the Contractor or by any Subcontractor or by anyone directly or indirectly employed by either.

Proposer is not, and shall not be deemed to be, an agent or employee of the City of Iowa City.

Responsibility for Damage Claims - It is specifically agreed between the parties executing this contract that it is not intended by any of the provisions of any part of the contract documents to create in the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a party to this contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this contract. It is understood that no subcontractor is a third party beneficiary to any contract between the Contracting Authority and the prime contractor. Nothing in any special provision or any supplemental specification shall be construed as eliminating or superseding the requirements of this section.

Proposer further agrees to:

- a. Save the City, its agents and employees harmless from liability of any nature or kind for the use of any copy-right or non-copyright composition, secret process, license, patented or unpatented invention, article, apparatus, or appliance, including any device or article forming a part of the apparatus or appliance of which the Proposer is not the patentee, assignee, licensee or owner, furnished or used in the performance of the contract.
  - b. Obtain all permits and licenses required by city, state and federal governments and pay all related fees. The Proposer shall also comply with all laws, ordinances, rules and regulations of the City, State of Iowa and the Federal Government.
12. ANTI-DISCRIMINATION. Proposer shall not discriminate against any person in employment or public accommodation because of race, religion, color, creed, gender identity, sex, national origin, sexual orientation, mental or physical disability, marital status or age. "Employment" shall include but not be limited to hiring, accepting, registering, classifying, promoting, or referring to employment. "Public accommodation" shall include but not be limited to providing goods, services, facilities, privileges and advantages to the public.
  13. CHOICE OF LAW AND FORUM. The laws of the State of Iowa shall govern and determine all matters arising out of or in connection with this proposal, including but not limited to any resulting Contract, without regard to the conflict of law provisions of Iowa law. Any and all litigation commenced in connection with this proposal shall be brought and maintained solely in Johnson County District Court

for the State of Iowa, Iowa City, Iowa, or in the United States District Court for the Southern District of Iowa, Davenport Division, Davenport, Iowa, wherever jurisdiction is appropriate. This provision shall not be construed as waiving any immunity to suit or liability in State or Federal court, which may be available to the Agency or the State of Iowa.

**F. PAYMENT PROVISIONS**

1. PAYMENT TERMS. Payment may be made only after inspection and acceptance by the using department. Payment of balances shall be made only after approval and final acceptance by the City.
2. INVOICING. Following acceptance of each payment term, payment shall be made within thirty (30) calendar days from receipt of itemized invoice. Before City will pay any invoice, the invoice must first include proposal number, department name, dollar amount, and any other pertinent information. Submit invoice to:

Purchasing Division  
City of Iowa City  
410 East Washington St.  
Iowa City, Iowa 52240
3. WITHHOLDING PAYMENT. Consideration for withholding payment shall include faulty materials, or workmanship, failure to meet delivery deadlines, and liens that have been filed, or evidence indicating a possible filing of claims. In all cases, regulations and limitations imposed by the Federal Government and State of Iowa shall prevail.
4. TAXES. The City of Iowa City is exempt from all Federal, State of Iowa and other states' taxes on the purchase of commodities and services used by the City of Iowa City within the State of Iowa. The Purchasing Division shall provide tax exemption certification to out of state suppliers as required. Out of state taxes imposed on purchases of commodities and/or services which are used within another state are applicable and subject to payment.

**SECTION IV. DETAILED SPECIFICATIONS**

- Quantity: Option A: 5,000 brochures per run  
Option B: 8,000 brochures per run  
Option C: 10,000 brochures per run  
Option D: 12,000 brochures per run  
Option E: under 1,000 brochures per run
- Number of Runs: Three (3) season runs
- Format: A brochure sample is included for review.
- Size: 11" x 17" folded to 8 ¼" x 10 ½" finished size (or approved size) with bleed three (3) sides, two (2) staples on spine
- Stock: Internals will run forty (40) numbered pages per brochure using 60# (or approved alternate) recycled offset, 11" x 17" (include deduct/add cost per number of pages over/under forty (40)).
- Cover –  
Option 1: 80 lb. coated, two (2) side (C2S) 11" x 17" gloss  
Option 2: 30 lb. newsprint, two (2) side 11" x 17"
- Recycled cover and text must have a minimum of 30% post-consumer material.
- Printing: Internals – Two (2) sided  
Option 1: black plus one color ink  
Option 2: black ink only
- Cover – Two (2) sided with Four (4) color process/ One (1) color
- Composition: Typesetting:  
City shall select style of type from samples provided by the vendor. Point size shall be determined and coded by vendor. Vendor's typesetting errors shall be corrected at no additional charge to the City.  
Vendor shall quote typesetting changes, made by the City's request, minimum charge and hourly rate.  
The City will provide a digital copy of the text.  
Typeset would include at least (thirty) 30 charts and up to (forty) 40 charts of varying sizes.  
Information for charts will be provided electronically by the City; layout will be required by the vendor.  
The City of Iowa City Recreation Division will provide individual page logos and graphics in electronic and printed format to be placed and sized in position by the vendor. All individual page logos and graphics must appear on all proofs in the correct location on the page. The City of Iowa City Recreation Superintendent, or approved designee must approve all proofs for use in the brochure before production begins.  
Accuracy is critical.
- Layout: The Iowa City Recreation Division will provide instructions for layout of materials.

Finishing: Trimmed and saddle stitched

Packaging: Cartons must be labeled with title contained therein. The City of Iowa City is requesting that the cartons be made of recycled material. Each carton must contain 100 brochures.

Web Enabled: The brochure must be available to the City web site in searchable PDF (Adobe Acrobat) format at no additional charge.

	<u>Winter/Spring</u>	<u>Summer</u>	<u>Fall/Winter</u>
Text available for typesetting 1 <sup>st</sup> of 2 <sup>nd</sup> week of:	November	March	July
Delivery to the Recreation Center 1 <sup>st</sup> week of:	January	May	August

## **SECTION V. CITY OF IOWA CITY WAGE THEFT POLICY**

It is the policy of the City of Iowa City, as expressed by City Council Resolution No. 15-364 adopted on November 10, 2015, not to enter into certain contracts with, or provide discretionary economic development assistance to, any person or entity (including an owner of more than 25% of the entity) who has admitted guilt or liability or been adjudicated guilty or liable in any judicial or administrative proceeding of committing a repeated or willful violation of the Iowa Wage Payment Collection law, the Iowa Minimum Wage Act, the Federal Fair Labor Standards Act or any comparable state statute or local ordinance, which governs the payment of wages, for a period of five (5) years from the date of the last conviction, entry of plea, administrative finding or admission of guilt. (hereinafter “Wage Theft Policy”)

I. **Application.** The Wage Theft Policy applies to the following:

- a. Contracts in excess of \$25,000 for goods, services or public improvements.
- b. Contracts for discretionary economic development assistance. “Discretionary” economic development assistance shall mean any economic development assistance provided by the City of Iowa City that is not required by law.

II. **Exceptions.** The Wage Theft Policy does not apply to emergency purchases of goods and services, emergency construction or public improvement work, sole source contracts excepted by the City’s purchasing manual, cooperative/piggyback purchasing or contracts with other governmental entities.

III. **Affidavit.** **The contracting entity must complete the attached affidavit showing compliance with the Wage Theft Policy and provide it to the Contracting Department prior to the execution of the contract.**

**Contract provision:** Any contract to which this policy is applicable will include the following contract provision:

If the City becomes aware that a person or entity (including an owner of more than 25% of the entity) has admitted guilt or liability or been adjudicated guilty or liable in any judicial or administrative proceeding of committing a repeated or willful violation of the Iowa Wage Payment Collection law, the Iowa Minimum Wage Act, the Federal Fair Labor Standards Act or any comparable state statute or local ordinance, which governs the payment of wages, within the five (5) year period prior to the award or at any time after the award, such violation shall constitute a default under the contract.

IV. **Waivers.** If a person or entity is ineligible to contract with the City as a result of the Wage Theft Policy it may submit a request in writing indicating that one or more of the following actions have been taken:

- a. There has been a bona fide change in ownership or control of the ineligible person or entity;
- b. Disciplinary action has been taken against the individual(s) responsible for the acts giving rise to the violation(s);
- c. Remedial action has been taken to prevent a recurrence of the acts giving rise to the disqualification or default; or
- d. Other factors that the person or entity believes are relevant.

The City Manager or Designee shall review the documentation submitted, make any inquiries deemed necessary, request additional documentation if warranted and determine whether a reduction in the ineligibility period or waiver is warranted. Should the City Manager or Designee determine that a reduction or waiver of the ineligibility period is warranted the City Manager or Designee shall make such recommendation to the City Council. The City Council will make a final decision as to whether to grant a reduction or waiver.

**SECTION VI. PRICING AND COMPANY INFORMATION FORM**

The City is not responsible for the vendor's failure to provide information and pricing on required items. The submitted pricing must include all of the costs required to supply the goods included in this contract. Any costs not included in the vendor's submitted proposal that are required to provide the specified products, will be the responsibility of the awarded vendor. These costs include, but are not limited to, labor, materials, shipping, handling, etc.

**Cover Stock** (Option 1 - 80# coated, two (2) side (C2S) 11"x 17" gloss)

Option A: 4/1 cover, black plus one color ink, 5,000 brochures \$ \_\_\_\_\_

Option A: 4/1 cover, black only ink, 5,000 brochures \$ \_\_\_\_\_

Option B: 4/1 cover, black plus one color ink, 8,000 brochures \$ \_\_\_\_\_

Option B: 4/1 cover, black ink only, 8,000 brochures \$ \_\_\_\_\_

Option C: 4/1 cover, black plus one color ink, 10,000 brochures \$ \_\_\_\_\_

Option C: 4/1 cover, black only, 10,000 brochures \$ \_\_\_\_\_

Option D: 4/1 cover, black plus one color ink, 12,000 brochures \$ \_\_\_\_\_

Option D: 4/1 cover, black ink only, 12,000 brochures \$ \_\_\_\_\_

Option E: 4/1 cover, black plus one color ink, per brochure price \$ \_\_\_\_\_

Option E: 4/1 cover, black ink only, per brochure price \$ \_\_\_\_\_

**Newsprint** (Option 2 - 30 lb. newsprint, two (2) side 11" x 17)

Option A: 4/1 cover, black plus one color ink, 5,000 brochures \$ \_\_\_\_\_

Option A: 4/1 cover, black only ink, 5,000 brochures \$ \_\_\_\_\_

Option B: 4/1 cover, black plus one color ink, 8,000 brochures \$ \_\_\_\_\_

Option B: 4/1 cover, black ink only, 8,000 brochures \$ \_\_\_\_\_

Option C: 4/1 cover, black plus one color ink, 10,000 brochures \$ \_\_\_\_\_

Option C: 4/1 cover, black only, 10,000 brochures \$ \_\_\_\_\_

Option D: 4/1 cover, black plus one color ink, 12,000 brochures \$ \_\_\_\_\_

Option D: 4/1 cover, black ink only, 12,000 brochures \$ \_\_\_\_\_

Option E: 4/1 cover, black plus one color ink, per brochure price \$ \_\_\_\_\_

Option E: 4/1 cover, black ink only, per brochure price \$ \_\_\_\_\_

Cost for Design of Brochure per hour \$ \_\_\_\_\_

**Exceptions, Deviations or other Agreements**

Any Exceptions or Deviations that your firm may have to this Request for Proposal document must be stated. If your firm has no exceptions or deviations, please clarify below that there are “No Exceptions.” If you state no exceptions, you may not add your firm’s terms and conditions or any other unsolicited documents to your submitted proposal.

---

---

---

---

**Prohibited Interest**

Your firm shall identify any relationship that has existed, or presently exists with the City of Iowa City and its staff that may interfere with fair competition or may be a possible conflict of interest for either party. **If no relationship has existed or does not presently exist, the company must make this statement in the space provided below (companies are subject to disqualification on the basis of any potential for conflict of interest as determined by the City of Iowa City).**

---

---

---

---

**Liens or Unsatisfied Judgments**

List any and all liens or unsatisfied judgments presently existing against your firm in the space provided below. If your firm has no liens or unsatisfied judgments you must state this also.

---

---

---

---

**City of Iowa City Wage Theft Policy**

Your firm must carefully review the policy included in Section V of this Request for Proposal. Any objection that your firm has regarding this policy must be stated in the space provided below. If your firm is in agreement with this policy and is able to uphold the policy, provide a statement in the space provided below.

---

---

---

---

Designated person(s) who can be contacted for information during the period of evaluation and for prompt contract administration upon award of the contract. Provide the following information:

**Name:** \_\_\_\_\_

**Phone Number:** \_\_\_\_\_

**E-mail Address:** \_\_\_\_\_

The undersigned proposer, having examined and determined the scope of this Request for Proposal, hereby proposes to perform the contract as described in the proposal documents.

The undersigned proposer states that this proposal is made in conformity with the specifications and qualifications contained herein. In the event that there are any discrepancies or differences between any conditions of the vendor's proposal and the Request for Proposal prepared by the City of Iowa City, the City's Request for Proposal shall prevail.

The undersigned proposer certifies that this proposal is made in good faith and without collusion or connection with any other person or persons bidding on the project.

**AUTHORIZED SIGNATURE:**

**Name of Firm:** \_\_\_\_\_

**Authorized Representative:** \_\_\_\_\_

**Signature of Representative:** \_\_\_\_\_

**Title of Authorized Representative:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City/State/Zip:** \_\_\_\_\_

**Phone Number:** \_\_\_\_\_

**Fax Number:** \_\_\_\_\_

**E-Mail Address:** \_\_\_\_\_

**Date Signed:** \_\_\_\_\_

**Addenda Form**

The undersigned hereby acknowledges receipt of the following applicable addenda:

<b>Addenda Number</b>	<b>Date</b>
_____	_____
_____	_____